

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers
FROM/PHONE: Susan Dean 797-1042
DOCUMENT PREPARED BY Susan Dean
SUBJECT: Resolution
AFFECTED DISTRICT: Townwide

TITLE OF AGENDA ITEM: A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES THROUGH THE USE OF SIX COUNTY BUSES, WITH TWO BUSES TO CONTINUE PROVIDING AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATION CENTER CAMPUSES AND THE FORT LAUDERDALE AIRPORT TRI-RAIL STATION; TWO BUSES TO CONTINUE PROVIDING AN EASTERN DAVIE TRANSIT ROUTE; AND TWO NEW BUSES TO PROVIDE A WESTERN DAVIE TRANSIT ROUTE; AND PROVIDING FOR AN EFFECTIVE DATE.

REPORT IN BRIEF: This Resolution approves the Interlocal Agreement with Broward County providing for the continuation of the South Florida Education Center (SFEC) Community Bus and Davie's Eastern Community Bus Route. The Agreement also adds two new buses to link Western Davie with the Eastern Route at two locations. The new route will service primarily the Mobile Home Parks on State Road 84.

The proposed Agreement is similar to the existing Agreement approved by Resolution 2000-206, on September 6, 2000 with minimal administrative changes, funding change, and route additions.

The addition of the two new buses for the western route will result in an additional cost to the Town. Broward County will continue to pay, a rate of \$20 per service hour for the County's share of the total cost for operation of the six buses. Davie's designated vender, A-Plus Transportation, charges \$29.22 per service hour for operation and maintenance of all six buses. The additional \$9.22, which is the Town's share, comes from the Fifth Penny Gas Tax, and must be specifically earmarked for Community Transportation costs. After the current Eastern Route is paid for, there is still an overage of \$21,000. After applying this overage towards payment of the additional two buses, there will still be a remaining cost of \$48,000 to be added to the Town's share. Money for this expenditure will be included in the FY2004 budget.

Davie had applied for a grant in February 2003 for two buses to link the western areas along the State Road 84 corridor with the current eastern route, however the Grant Committee ruled it was too repetitive of the Broward County Transit Route #75, and the grant was not approved as it was written. Broward County approached Davie and suggested the possibility of Davie taking over route #75 with certain modifications that would be of benefit to Davie residents. As a result, this new route will penetrate the neighborhoods along State Road 84 allowing a more convenient access to the bus at clubhouses, rather having to walk out to State Road 84. It will also provide service into three shopping centers on State Road 84. This route will link up with the eastern route at the Pine Ridge Shopping Center and the Tower shops. This will allow the residents of western Davie to access our senior programs, the Fitness Center, the aquatic programs and the sports programs among others. Finally, by following the route of the #75 bus, residents of both eastern and western Davie will be provided with free transportation to the Broward Mall, the West Regional Library, the Westside Health Center and Hospital, the Broward County Courthouse and the West Regional Transportation Center. Similarly residents from all over the County will be able to link with the Davie Community buses at the West Regional Transportation Terminal.

Lastly, in following the route of the #75 bus, Davie's bus is required to travel through Pine Island Ridge Condominium. For each trip, estimated at .17 of an hour, Broward County will pay \$32 per service hour instead of the normal \$20 per hour. Therefore, Davie residents pay nothing for this part of the route.

PREVIOUS ACTIONS:

Resolution 2000-206

CONCURRENCES:

Not Applicable

FISCAL IMPACT:

Has request been budgeted? Yes

If yes, expected cost: \$48,000

Account Name: General Fund

If no, amount needed: \$

What account will funds be appropriated from:

RECOMMENDATION(S):

Motion to approve

Attachment(s):

Resolution

Interlocal Agreement

Resolution 2000-206

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A REVISED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES THROUGH THE USE OF SIX COUNTY BUSES, WITH TWO BUSES TO CONTINUE PROVIDING AN EXPRESS SHUTTLE BETWEEN THE SOUTH FLORIDA EDUCATION CENTER CAMPUSES AND THE FORT LAUDERDALE AIRPORT TRI-RAIL STATION; TWO BUSES TO CONTINUE PROVIDING AN EASTERN DAVIE TRANSIT ROUTE; AND TWO NEW BUSES TO PROVIDE A WESTERN DAVIE TRANSIT ROUTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the Town of Davie has proven its need for two shuttle buses to provide express service between the Fort Lauderdale Airport Tri-Rail Station and the South Florida Education Center Campuses and would like to continue this service; and

WHEREAS, it has been determined that the Town of Davie has proven its need for two shuttle buses to provide service to eastern Davie and would like to continue this service; and,

WHEREAS, it has been determined that the Town of Davie has a need for two more community buses in order to expand its community bus service to include western Davie; and

WHEREAS, the Town wishes to enter into the proposed Agreement between Broward County and the Town of Davie for public transportation services with the use of County buses for said purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town Officials are hereby authorized to execute the revised Agreement between the South Florida Education Center and the Town of Davie, a copy of which is attached as Exhibit 1, on behalf of the Town of Davie.

SECTION 2. This resolution shall take effect October 1, 2003

PASSED AND ADOPTED THIS _____ DAY OF _____, 2003.

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2003.

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

INTERLOCAL AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: **BROWARD COUNTY**, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

TOWN OF DAVIE, a municipal corporation organized and existing under the laws of the state of Florida, its successors and assigns, hereinafter referred to as "TOWN."

WHEREAS, public transportation services provided by **COUNTY** need to be supplemented to serve a greater number of people in **TOWN**; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both **COUNTY** and **TOWN** agree that better public transportation to residents of **TOWN** is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the **TOWN**; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in **COUNTY**; and

WHEREAS, **COUNTY** and **TOWN** are willing to share the responsibilities and expense of providing an alternative form of public transit in **TOWN**; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, **COUNTY** and **TOWN** agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

- 1.1 **Agreement** - means this document, Articles 1 through 10, inclusive. Other terms and conditions are included in the exhibits and documents that are expressly incorporated by reference.
- 1.2 **Board** - The Broward County Board of County Commissioners.
- 1.3 **BCT** - The Broward County Mass Transit Division
- 1.4 **Contract Administrator** - The Broward County Administrator, the Director of the Broward County Mass Transit Division, or the designee of such County Administrator or Director. The primary responsibilities of the Contract Administrator are to coordinate and communicate with TOWN and to manage and supervise execution and completion of the Scope of Services and the terms and conditions of this Agreement as set forth herein. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely on the instructions or determinations made by the Contract Administrator; provided, however, that such instructions and determinations do not change the Scope of Services.
- 1.5 **COUNTY** - The Board as defined in Section 1.2 unless expressly provided otherwise.
- 1.6 **County Attorney** - The chief legal counsel for COUNTY who directs and supervises the Office of the County Attorney pursuant to Section 2.10 of the Broward County Charter.
- 1.7 **Notice To Proceed:** A written notice to proceed with the Project issued by the Contract Administrator.
- 1.8 **Project** - The Project consists of the services described in Article 2.

ARTICLE 2
SCOPE OF SERVICES

SERVICES TO BE PROVIDED BY TOWN

- 2.1 TOWN shall provide public transportation services within the TOWN at the locations and according to schedules as contained in Exhibit "A," a copy of which is attached hereto and made a part hereof. The provision of transportation services may be performed by the TOWN through the use of its employees or the TOWN may enter into a contract with a third party to perform the services. In the event the TOWN contracts with a third party, the TOWN shall remain fully responsible hereunder and

shall ensure that its contractor complies at all times with each and every term, condition, duty, and obligation set forth herein. Any changes to Exhibit "A" made by TOWN shall be effective only upon the written consent of the Contract Administrator. The services to be provided shall include the following:

- 2.1.1 If the TOWN determines a fare to be appropriate prior to beginning service under the terms of this Agreement, the TOWN may institute such fare; provided, however, that such fare shall never exceed half ($\frac{1}{2}$) of the fixed route full adult BCT fare. A public hearing shall be held prior to the institution of any proposed fare increase for any subsequent requests for fare increases. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." The Contract Administrator shall be advised, in writing, via certified mail, prior to the imposition of any fare increase.
- 2.1.2 TOWN acknowledges and agrees that it shall not deviate or make changes to the service routes established in Exhibit "A", including but not limited to a decrease or increase in revenue service hours, without the prior written consent of the Contract Administrator. TOWN further acknowledges and agrees that compensation under this Agreement is as set forth in Section 5.1 and COUNTY will not compensate TOWN for any deviations or changes from the service routes established in Exhibit "A", without the prior written consent of Contract Administrator.
- 2.1.3 It shall be the responsibility of TOWN to obtain any necessary permission to access or encroach upon any private property for use as an origin and/or destination associated with this Agreement.
- 2.1.4 Within six (6) months after the start of service, TOWN shall maintain a minimum average of five (5) passengers per revenue service hour per vehicle operated by the TOWN. In the event that TOWN does not maintain such minimum average of passengers, at the TOWN's request, COUNTY shall assist TOWN to increase ridership, which may include a request for modification of the route, as set forth in Exhibit "A." It is understood and agreed between the COUNTY and TOWN that TOWN's failure, after COUNTY's assistance, to maintain a minimum average of five (5) passengers per revenue service hour per vehicle shall constitute a breach of this Agreement, entitling the COUNTY to immediately terminate the same in accordance with the terms hereof and shall entitle COUNTY to pursue any and all other remedies provided under this Agreement or any remedies available to COUNTY at law or in equity. However, the performance standard/requirements of this Section may be waived, with written approval of the Contract Administrator, if BCT's fixed route service is replaced by community bus service.

- 2.1.5 Vehicle(s) shall be operated by properly licensed operators (Florida commercial drivers license minimum Class C with a passenger endorsement or, if air-brakes are applicable, a Florida commercial drivers license Class B with a passenger endorsement) employed by TOWN or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers.
- 2.1.6 Florida commercial drivers licensed operators hired by TOWN or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.7 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that TOWN's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.8 TOWN shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.9 TOWN shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.10 In accordance with Broward County Ordinance 92-8, TOWN certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace Program. In the event the TOWN contracts with a third party to perform the services addressed herein, such contractor shall comply with the COUNTY's Drug-Free Workplace Program requirements.
- 2.1.11 TOWN agrees to participate in Broward County Mass Transit Division's drug and alcohol testing program, or establish and implement subject to Broward County Mass Transit's review and approval, its own drug and alcohol testing program that complies with 49 CFR Part 655. In the event the TOWN subcontracts all or part of the community bus services to a third party, a similar requirement including review and approval by the Contract Administrator must be included in any subsequent agreement. TOWN further agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit regulations to the Director, Broward County Mass Transit Division (a model format for certifying compliance is appended as Exhibit "D", attached).

2.1.12 TOWN agrees that throughout the term of this Agreement the Broward County Board of County Commissioners' official logo(s) and the COUNTY assigned identification number shall be conspicuously displayed on the rear of the vehicle at all times.

2.1.13 TOWN shall maintain certain records of information and data in the format prescribed by the COUNTY and shall furnish such records to COUNTY on a monthly basis, no later than the fifteenth (15) day of the following month.

2.1.14 TOWN shall at all times have and maintain in proper working order a dedicated TTY number.

2.1.15 TOWN shall be solely responsible to provide, during the term of this Agreement, sufficient vehicles and materials necessary to provide a high quality community bus service which shall include, but not be limited to, all the vehicles, equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the community bus service required herein throughout the term of this Agreement. TOWN acknowledges and agrees that providing high quality community bus service requires TOWN to have an adequate and sufficient number of spare vehicles available.

2.2 Maintenance of Vehicles. TOWN shall have a continuing obligation to ensure cleanliness of the vehicles. TOWN shall perform additional cleaning and extermination for pests in the vehicles. All equipment on the vehicles shall be maintained in a fully operable condition at all times (by way of example, but not as a method of exclusion, "all equipment" shall include, but in no way shall be limited to, fully functioning air-conditioning system, turn signals, wheelchair lifts, etc.). TOWN agrees to maintain all vehicles in first class appearance and mechanical condition throughout the duration of this Agreement.

2.2.1 TOWN shall maintain all vehicles and equipment in accordance with a preventive maintenance schedule from the vehicle manufacturer which may be reviewed by the COUNTY. In addition, TOWN shall perform all necessary maintenance to ensure the continued and safe operation of all vehicles.

2.2.2 The COUNTY may conduct periodic inspections using its own or contracted service personnel to ensure compliance with all maintenance and cleaning requirements specified in this Agreement or in manufacturers specification and any vehicle not determined by the COUNTY to be acceptable will be removed from service by TOWN and all deficiencies corrected immediately. At the COUNTY's request, TOWN shall take the vehicles to a location designated by the Contract Administrator for inspection.

- 2.2.3 TOWN agrees to allow such on-board surveys and/or inspections as may be requested by COUNTY. The COUNTY shall have the right to inspect the vehicles during the TOWN's regular hours or at any time in case of emergency to determine whether the TOWN has complied with and is complying with the terms and conditions of this Agreement. The COUNTY may, at its discretion, require the TOWN to effect repairs.
- 2.3 TOWN shall ensure that all personnel providing services pursuant to this Agreement comply with all applicable federal, state, and County regulations, laws, and licensing requirements prior to and at all times while operating TOWN's vehicle or performing any duties or functions relating to the requirements of this Agreement.
- 2.4 Safety and Security Reporting Requirements. TOWN shall notify the Contract Administrator as indicated below and shall submit a monthly report to the Contract Administrator summarizing the following:
- (a) TOWN shall notify the Contract Administrator with two (2) hours of the occurrence and provide a full incident report of any Major incident involving a transit vehicle. A Major incident involves one of the following conditions:
 - A fatality
 - Where two or more people are transported for off-site medical care
 - Total property damage is equal to or in excess of \$25,000.00
 - An evacuation due to life safety reasons
 - (b) A summary report of all Non-Major incidents involving a transit vehicle. A Non-Major incident involves one of the following conditions:
 - Where one person is transported for off-site medical care
 - Total property damage is equal to or in excess of \$7,500.00 but less than \$25,000.00
 - All non-arson fires not qualifying as Major incidents
 - (c) All Crimes aboard transit vehicles and resulting arrests.
- 2.5 Minimum Standards. TOWN agrees to comply with the following minimum standards:
- (a) All vehicles shall be kept clean and orderly during all times of active service.
 - (b) All accidents shall be reported immediately to the police
 - (c) Vehicles shall not be operated if the top or interior lights or the headlights or taillights are not functioning properly. Likewise, a vehicle shall not be driven

unless the brakes, steering mechanism, tires, horn, windshield wipers, and side and rearview mirrors are in good working order.

- (d) Advertising, if allowed by COUNTY, on any vehicle shall not obstruct the driver's view and shall not obstruct the vehicle's top lights or other lights. No vehicle shall have within it, or on its exterior, any sign which encourages, advertises for, or otherwise solicits tips.
- (e) All vehicles shall be equipped with rearview mirror and side mirrors on driver's and passenger's side
- (f) Speedometer shall be properly installed, in good working order, and exposed to the view of both the driver and the passenger(s).
- (g) The interior of the vehicle(s) shall be clean, sanitary, free from torn or damaged upholstery or floor coverings and from damages or broken seats.
- (h) Door hinges and latches shall be in good mechanical working order and all doors shall operate easily and close securely.
- (i) Vehicle(s) shall be structurally sound and operate with a minimum of noise, vibration, and visible exhaust fumes.
- (j) The body, fenders, doors trim and grill of the vehicle(s) shall be free from cracks, breaks and dents, and painted.
- (k) Vision shall be unobstructed on all four (4) sides of the vehicle(s).

SERVICES TO BE PROVIDED BY COUNTY

2.6 EQUIPMENT

2.6.1 COUNTY shall lease to TOWN six (6) wheelchair accessible, passenger vehicles to be used in regular route service as set forth in Exhibit "A". Such vehicle shall comply with the Americans with Disabilities Act of 1990 and all applicable federal and state regulations. These vehicle shall be leased to the TOWN for \$10.00 each per year. Prior to the acceptance of the vehicle by TOWN, TOWN, at its own cost, shall have the right to inspect, or cause to be inspected, the vehicle by a mechanic designated by the TOWN.

2.6.2 COUNTY shall provide the manufacturer's warranties and maintenance shop manuals to the TOWN.

- 2.6.3 COUNTY shall provide TOWN with sufficient bus stop signs and sign posts to cover the route described in Exhibit "A." Bus stop sign installation shall be the responsibility of the TOWN and must comply with Roadway and Traffic Design Standards Index #11865, published by the Florida Department of Transportation. In the event, TOWN desires to supply its own signage at its own expense, such signage must be approved by COUNTY.

2.7 TECHNICAL ASSISTANCE

- 2.7.1 COUNTY shall provide Florida commercial drivers licensed operators hired by TOWN or its contractors with training in passenger relations, rules of the road, and transit system information. All Florida commercial drivers licensed operators shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all Florida commercial drivers licensed operators employed at any time during the term of this Agreement. In the event training is not available, the Contract Administrator may provide a written extension, not to exceed sixty (60) days from the date the driver begins operating the vehicles, for Florida commercial drivers licensed operators to attend and complete the COUNTY's training.
- 2.7.2 COUNTY shall assist TOWN staff with any aspect of planning and scheduling of public transit routing that TOWN might request.
- 2.7.3 COUNTY shall print and provide TOWN with bus route timetables sufficient to inform TOWN residents and passengers of service made available as described in Exhibit "A" or any modification thereto.
- 2.7.4 COUNTY shall assist TOWN in procuring bus shelters at no cost to TOWN that generate revenue, if TOWN requests.
- 2.8 TOWN acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.
- 2.9 Non-compliance with any of the provisions of this Agreement shall constitute cause for immediate termination by COUNTY's Contract Administrator, which termination shall be effective upon the mailing of notice. Additionally, all previous funds paid to TOWN hereunder shall be returned to COUNTY within ten (10) days of receipt by TOWN of the aforementioned notice.

ARTICLE 3
COMPLAINTS

- 3.1 TOWN is obligated to respond to complaints regarding the quality of service, whether patrons' complaints or on the COUNTY's own initiative or otherwise. Such response shall be provided by the TOWN verbally within two (2) calendar days of complaint and in writing within five (5) calendar days. The TOWN shall copy the Contract Administrator on all correspondence. At the request of the COUNTY, TOWN shall meet with the Contract Administrator to review any complaints or concerns and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by TOWN as expeditiously as possible.
- 3.1.1 TOWN shall be required to resolve all written and oral complaints received from the public or the COUNTY. TOWN shall be required to conduct the necessary investigation, impose disciplinary action on employees where appropriate and respond in writing to each complainant with the results of such investigation and/or disciplinary action. Copies of all such correspondence shall be provided to the Contract Administrator on a weekly basis.
- 3.1.2 TOWN shall submit a monthly report to the Contract Administrator summarizing complaints and damage or other claims received during the preceding month as well as the resolution, if known, of such matters. In addition, TOWN shall prepare and furnish such other reports as the Contract Administrator may, from time to time, require.

ARTICLE 4
TERM AND TIME OF PERFORMANCE

- 4.1 The term of this Agreement shall begin on the date it is fully executed by both parties and shall remain in effect through September 30, 2006; the term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of TOWN. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.
- 4.2 Prior to beginning the performance of any services under this Agreement, TOWN must receive a Notice to Proceed from Contract Administrator.

ARTICLE 5
FINANCIAL ASSISTANCE

5.1 COUNTY agrees to pay TOWN, Twenty Dollars (\$20.00) per revenue service hour, per vehicle in revenue service under the terms of this Agreement, for the remaining term of the Agreement and an additional Twelve Dollars (\$12.00) per revenue service hour for a portion of route 75 as set forth in Exhibit "E," attached hereto and made a part hereof. TOWN shall submit its vehicle revenue service hour calculations on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "E", attached hereto and made a part hereof. The funds addressed herein shall be used by TOWN solely for the purpose of maintaining, operating, and properly equipping the vehicle(s) and for no other purpose. On the effective date of this Agreement, COUNTY shall pay TOWN, in advance, the anticipated amount due through the first quarter. All payments for subsequent quarters, if applicable, shall be paid in advance on a quarterly basis.

5.2 The name of the official payee to whom COUNTY shall issue checks shall be the TOWN of DAVIE.

5.3 METHOD OF BILLING AND PAYMENT

5.3.1 TOWN shall submit invoices for compensation, in advance, on a quarterly basis. To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and include a list of all Florida commercial licensed drivers, including drivers' license numbers, for each individual permitted to operate the vehicles under this Agreement. Each invoice must be submitted on the form and pursuant to instructions prescribed by Contract Administrator as set forth in Exhibit "E," attached hereto and made a part hereof.

ARTICLE 6
CHANGES IN SCOPE OF SERVICES

6.1 Except for those changes permitted in Section 2.1 herein, any change to the Scope of Services must be accomplished by a written amendment, executed by the parties in accordance with Section 10.14 below.

6.2 Any appreciable changes in the level of services, as determined by the Contract Administrator's sole discretion, to be provided by TOWN as set forth herein shall only be implemented after COUNTY and TOWN have entered into a modified agreement describing the changed services. Nothing in this Agreement precludes the possibility of COUNTY once again providing public transportation services if ridership levels warrant expanded service.

- 6.3 The parties agree to renegotiate this Agreement if applicable federal, state, or local laws or revisions of said laws make changes in the Agreement necessary or desirable, as determined by the Contract Administrator.

ARTICLE 7
INDEMNIFICATION / GOVERNMENTAL IMMUNITY

- 7.1 Nothing herein is intended to serve as a waiver of sovereign immunity by any party nor shall anything included herein be construed as consent to be sued by third parties in any matter arising out of this Agreement or any other contract. TOWN is a state agency or political subdivision as defined in Chapter 768.28, Florida Statutes, and agrees to be fully responsible for the acts and omissions of its agents or employees to the extent permitted by law.

ARTICLE 8
INSURANCE

- 8.1 The parties hereto acknowledge that TOWN is an entity subject to Section 768.28, Florida Statutes, and TOWN shall furnish Contract Administrator with written verification of liability protection in accordance with state law prior to final execution of said agreement. The TOWN shall institute and maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: TOWN's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein.

Insurance: TOWN's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any

agreement with TOWN involving the vehicle(s) provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 9 **TERMINATION**

- 9.1 This Agreement may be terminated for cause by action of the Board or by TOWN upon thirty (30) days' written notice by the party that elected to terminated, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination is necessary to protect the public health, safety, or welfare.
- 9.2 Termination of this Agreement for cause shall include, but not be limited to, failure to suitably perform the work, failure to continuously perform the work in a manner calculated to meet or accomplish the objectives of COUNTY as set forth in this Agreement, or multiple breach of the provisions of this Agreement notwithstanding whether any such breach was previously waived or cured.
- 9.3 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by Contract Administrator which Contract Administrator deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.
- 9.4 In the event this Agreement is terminated for convenience, the financial assistance provided by the COUNTY shall be prorated on a monthly basis to the date the Agreement is terminated. However, upon being notified of COUNTY's election to terminate, TOWN shall refrain from performing further services or incurring additional expenses under the terms of this Agreement. TOWN acknowledges and agrees that Ten Dollars (\$10.00) of the compensation to be paid by COUNTY, the adequacy of which is hereby acknowledged by TOWN, is given as specific consideration to TOWN for COUNTY's right to terminate this Agreement for convenience.

- 9.5 Upon termination of this Agreement for whatever reason, TOWN shall return the vehicle leased herein to the COUNTY. TOWN shall return the vehicle to COUNTY in the condition it was received at the onset of this Agreement, normal wear and tear excepted. The TOWN's obligation to return the vehicle to the COUNTY in the condition it was received shall include the removal of any painting or wrapping of the vehicle for advertisement purposes. Any costs necessary to restore and/or prepare the vehicle for return to COUNTY shall be the sole responsibility of the TOWN. COUNTY, through its Maintenance Transit Manager, shall have the right to inspect and to approve the condition of the vehicle prior to acceptance and should the Maintenance Transit Manager determine that the vehicle is not in the proper condition, TOWN shall at its sole cost and expense remedy any and all deficiencies identified by the Maintenance Transit Manager.

ARTICLE 10 MISCELLANEOUS

10.1 OWNERSHIP OF DOCUMENTS

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of COUNTY. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to TOWN shall be withheld until all documents are received as provided herein.

10.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN that are related to this Project. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of

either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

10.3 NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT

TOWN shall not unlawfully discriminate against any person in its operations and activities or in its use or expenditure of funds in fulfilling its obligations under this Agreement. TOWN shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded by COUNTY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines, and standards. In addition, TOWN shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

TOWN's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16½), national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully used as a basis for service delivery.

TOWN shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16½) in performing any services pursuant to this Agreement.

10.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by TOWN pursuant to this Agreement shall be subject to the supervision of TOWN. In providing such services, neither TOWN nor its agents shall act as officers, employees, or agents of the COUNTY. This Agreement shall not constitute or make the parties a partnership or joint venture.

10.5 NOTICES

Whenever either party desires to give notice to the other, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or by hand-delivery with a request for a written receipt of acknowledgment of delivery, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth

herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

FOR BROWARD COUNTY:

Director of Mass Transit Division
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

FOR TOWN:

Town Administrator
Town of Davie
6591 Orange Drive
Davie, FL 33314

10.6 ASSIGNMENT AND PERFORMANCE

Neither this Agreement nor any interest herein shall be assigned, transferred, or encumbered by either party. In addition, TOWN shall not subcontract any portion of the work required by this Agreement except as authorized herein.

TOWN represents that all persons delivering the services required by this Agreement have the knowledge and skills, either by training, experience, education, or a combination thereof, to adequately and competently perform the duties, obligations, and services set forth in the Scope of Services and to provide and perform such services to COUNTY's satisfaction for the agreed compensation.

TOWN shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of TOWN's performance and all interim and final product(s) provided to or on behalf of COUNTY shall be comparable to the best local and national standards.

10.7 CONFLICTS

Neither TOWN nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with TOWN's loyal and conscientious exercise of judgment related to its performance under this Agreement.

TOWN agrees that none of its officers or employees shall, during the term of this Agreement, serve as an expert witness against COUNTY in any legal or administrative proceeding in which he or she is not a party, unless compelled by

court process. Further, TOWN agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of COUNTY in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude TOWN or any other persons from representing themselves in any action or in any administrative or legal proceeding.

In the event TOWN is permitted to utilize subcontractors to perform any services required by this Agreement, TOWN agrees to prohibit such subcontractors, by written contract, from having any conflicts within the meaning of this section.

10.8 MATERIALITY AND WAIVER OF BREACH

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

COUNTY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

10.9 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

10.10 SEVERANCE

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

10.11 JOINT PREPARATION

The parties acknowledge that they have sought and received whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

10.12 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 10 of this Agreement shall prevail and be given effect.

10.13 APPLICABLE LAW AND VENUE

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit of Broward County, Florida. By entering into this Agreement, TOWN and COUNTY hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to, or arising out of the Project.

10.14 AMENDMENTS

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the Board and TOWN.

10.15 PRIOR AGREEMENTS

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless set forth in writing in accordance with Section 10.14 above.

10.16 INCORPORATION BY REFERENCE

The truth and accuracy of each "Whereas" clause set forth above is acknowledged by the parties. The attached Exhibits "A," "B," "C," "D" and "E" are incorporated into and made a part of this Agreement.

10.17 MULTIPLE ORIGINALS

This Agreement may be fully executed in five (5) copies by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

[Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the _____ day of _____, 2003, and TOWN, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, by and through
its Board of County Commissioners

Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

By _____
Mayor

____ day of _____, ____.

Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-7641

By _____
Yasmi Govin
Assistant County Attorney

INTERLOCAL AGREEMENT BETWEEN BROWARD COUNTY AND TOWN OF DAVIE FOR
PUBLIC TRANSPORTATION SERVICES

TOWN

ATTEST:

TOWN OF DAVIE

Town Clerk

By _____
Mayor

____ day of _____, 20____.

Town Manager

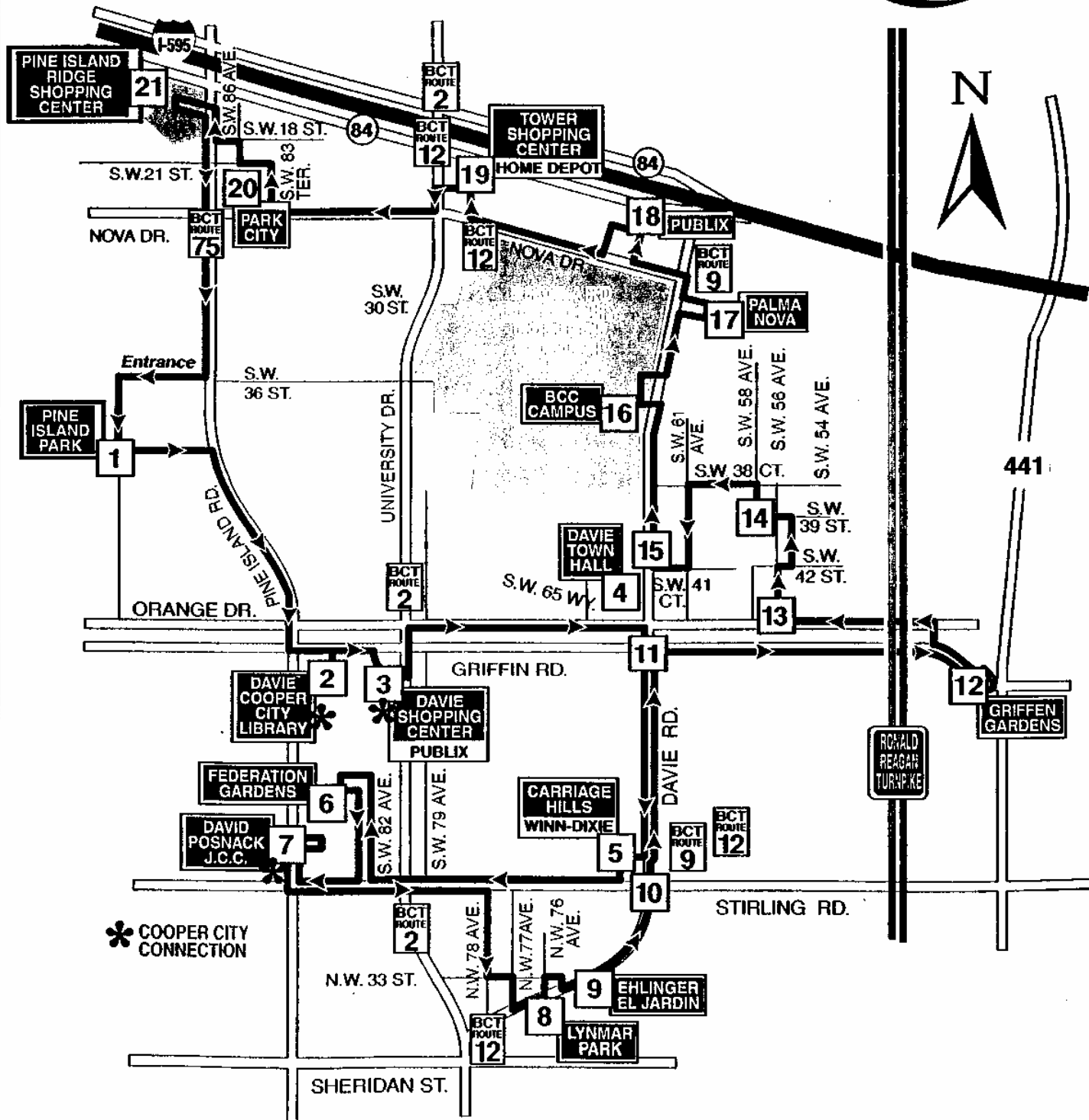
____ day of _____, 20____.

APPROVED AS TO FORM:

By _____
Town Attorney

YYG:dmv
7/09/03

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MONDAY THROUGH FRIDAY

1	PINE ISLAND PARK	7:00	7:05	7:07	7:12	7:16	7:21	7:26	7:31	7:36	7:41	7:46	7:50	7:52	7:57	8:01	8:06	8:10	8:14	8:18	8:22	8:26	8:30	8:34	8:38	8:42	8:46	8:49	8:51	8:55	8:58	9:03	9:07	9:11	9:15	9:19	9:23	9:27	9:31	9:34	9:36	9:40	9:43	9:48	9:54	9:58	10:03	10:08	10:13	10:18	11:24	11:28	11:33	11:38	12:03	12:08	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:38	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:19	5:24	5:29	5:34	5:39	5:44	5:49	5:54	5:58	6:03	6:09	6:14	6:18	6:23	6:28	6:33	6:38	6:43	6:48	6:54	6:58	7:03	7:08	7:13	7:18	7:23	7:28	7:33	7:38	7:43	7:48	7:53	7:58	8:03	8:08	8:13	8:18	8:23	8:28	8:33	8:38	8:43	8:48	8:53	8:58	9:03	9:08	9:13	9:18	9:23	9:28	9:33	9:38	9:43	9:48	9:53	9:58	10:03	10:08	10:13	10:18	10:23	10:28	10:33	10:38	10:43	10:48	10:53	10:58	11:03	11:08	11:13	11:18	11:24	11:28	11:33	11:38	12:03	12:09	12:13	12:18	12:23	12:28	12:33	12:38	12:43	12:48	12:53	12:58	1:03	1:08	1:13	1:18	1:23	1:28	1:33	1:39	1:43	1:48	1:53	1:58	2:03	2:08	2:13	2:18	2:24	2:29	2:34	2:39	2:44	2:49	2:54	2:59	3:04	3:09	3:14	3:19	3:24	3:29	3:34	3:39	3:44	3:49	3:54	3:59	4:04	4:09	4:14	4:19	4:24	4:29	4:34	4:39	4:44	4:49	4:54	4:59	5:04	5:09	5:14	5:1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SATURDAY

8:00	8:05	8:10	8:15	8:20	8:25	8:30	8:35	8:40	8:45	8:50	8:55	9:00	9:05	9:10	9:15	9:20	9:25	9:30	9:35	9:40	9:45	9:50	9:55	10:00	10:05	10:10	10:15	10:20	10:25	10:30	10:35	10:40	10:45	10:50	10:55	11:00	11:05	11:10	11:15	11:20	11:25	11:30	11:35	11:40	11:45	11:50	11:55	12:00	12:05	12:10	12:15	12:20	12:25	12:30	12:35	12:40	12:45	12:50	12:55	1:00	1:05	1:10	1:15	1:20	1:25	1:30	1:35	1:40	1:45	1:50	1:55	2:00	2:05	2:10	2:15	2:20	2:25	2:30	2:35	2:40	2:45	2:50	2:55	3:00	3:05	3:10	3:15	3:20	3:25	3:30	3:35	3:40	3:45	3:50	3:55	4:00	4:05	4:10	4:15	4:20	4:25	4:30	4:35	4:40	4:45	4:50	4:55	5:00	5:05	5:10	5:15	5:20	5:25	5:30	5:35	5:40	5:45	5:50	5:55	6:00	6:05	6:10	6:15	6:20	6:25	6:30	6:35	6:40	6:45	6:50	6:55	7:00	7:05	7:10	7:15	7:20	7:25	7:30	7:35	7:40	7:45	7:50	7:55	8:00
8:45	8:50	8:55	9:00	9:05	9:10	9:15	9:20	9:25	9:30	9:35	9:40	9:45	9:50	9:55	10:00	10:05	10:10	10:15	10:20	10:25	10:30	10:35	10:40	10:45	10:50	10:55	11:00	11:05	11:10	11:15	11:20	11:25	11:30	11:35	11:40	11:45	11:50	11:55	12:00	12:05	12:10	12:15	12:20	12:25	12:30	12:35	12:40	12:45	12:50	12:55	1:00	1:05	1:10	1:15	1:20	1:25	1:30	1:35	1:40	1:45	1:50	1:55	2:00	2:05	2:10	2:15	2:20	2:25	2:30	2:35	2:40	2:45	2:50	2:55	3:00	3:05	3:10	3:15	3:20	3:25	3:30	3:35	3:40	3:45	3:50	3:55	4:00	4:05	4:10	4:15	4:20	4:25	4:30	4:35	4:40	4:45	4:50	4:55	5:00	5:05	5:10	5:15	5:20	5:25	5:30	5:35	5:40	5:45	5:50	5:55	6:00	6:05	6:10	6:15	6:20	6:25	6:30	6:35	6:40	6:45	6:50	6:55	7:00	7:05	7:10	7:15	7:20	7:25	7:30	7:35	7:40	7:45	7:50	7:55	8:00									
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* \$20. per revenue service hour

EXHIBIT "A"

THE SFEC/TRI-RAIL EXPRESS BUS SERVICE

	Shuttle Bus Numbers	Leaves Ft. Laud. Airport Tri-Rail station	McFatter Technical Center	NSU Health Center	NSU Law Building	NSU Administration Bldg.	University of Florida	FAU Liberal Arts Bldg.	BCC Student Center - Bldg. 19	Arrives Ft. Laud. Airport Tri-Rail station	North Tri-Rail Train Northbound	South Tri-Rail Train Southbound	Leaves Ft. Laud. Airport Tri-Rail station
		1	2	3	4	5	6	7	8	1	Tri-Rail	Tri-Rail	1
	1										6:52	6:55	7:00
	2												7:30
	1	7:00	7:16	7:22	7:26	7:27	7:30	7:31	7:34	7:50	7:52	7:55	8:00
	2	7:30	7:46	7:52	7:56	7:57	8:00	8:01	8:04	8:20			8:30
	1	8:00	8:16	8:22	8:26	8:27	8:30	8:31	8:34	8:50	8:52	8:55	9:00
	2	8:30	8:46	8:52	8:56	8:57	9:00	9:01	9:04	9:20			9:30
MORNING	1	9:00	9:16	9:22	9:26	9:27	9:30	9:31	9:34	9:50	9:52	9:55	10:00
ROUTE	2	9:30	9:46	9:52	9:56	9:57	10:00	10:01	10:04	10:20			10:30
	1	10:00	10:16	10:22	10:26	10:27	10:30	10:31	10:34	10:50	10:52	10:55	11:00
	2	10:30	10:46	10:52	10:56	10:57	11:00	11:01	11:04	11:20			11:30
	1	11:00	11:16	11:22	11:26	11:27	11:30	11:31	11:34	11:50	11:52	11:55	12:00
	2	11:30	11:46	11:52	11:56	11:57	12:00	12:01	12:04				
	1	12:00	12:16	12:22	12:26	12:27	12:30	12:31	12:34				
	2		1:30	1:36	1:40	1:41	1:44	1:45	1:48	2:04	2:08		2:14
	1		2:10	2:16	2:20	2:21	2:24	2:25	2:28	2:44			2:44
	2	2:14	2:30	2:36	2:40	2:41	2:44	2:45	2:48	3:04		3:11	3:14
AFTERNOON	1	2:44	3:00	3:06	3:10	3:11	3:14	3:15	3:18	3:34			3:44
ROUTE	2	3:14	3:30	3:36	3:40	3:41	3:44	3:45	3:48	4:04	4:08	4:11	4:14
	1	3:44	4:00	4:06	4:10	4:11	4:14	4:15	4:18	4:34			4:44
	2	4:14	4:30	4:36	4:40	4:41	4:44	4:45	4:48	5:04	5:08	5:11	5:14
	1	4:44	5:00	5:06	5:10	5:11	5:14	5:15	5:18	5:34			5:44
	2	5:14	5:30	5:36	5:40	5:41	5:44	5:45	5:48	6:04	6:08	6:11	6:14
	1	5:44	6:00	6:06	6:10	6:11	6:14	6:15	6:18	6:34			6:44
	2	6:14	6:30	6:36	6:40	6:41	6:44	6:45	6:48	7:04	7:08	7:11	7:14
	1	6:44	7:00	7:06	7:10	7:11	7:14	7:15	7:18	7:34			
	2	7:14	7:30	7:36	7:40	7:41	7:44	7:45	7:48	8:04	8:08	8:11	
	1												
	2												
* #1 bus will stop at College Ave. and 39th St. at 1:55 p.m.													
		1	2	3	4	5	6	7	8	1	Tri-Rail	Tri-Rail	1
		Tri-Rail Station	McFatter Technical Center	NSU Health Center	NSU Law Bldg.	NSU Admin. Bldg.	UF	FAU L. A. Bldg.	BCC Student Center	Tri-Rail Station	Train Arrival Time	Train Arrival Time	Tri-Rail Station
		Leaves								Arrives	North	South	Leaves

*\$20. per revenue service hour

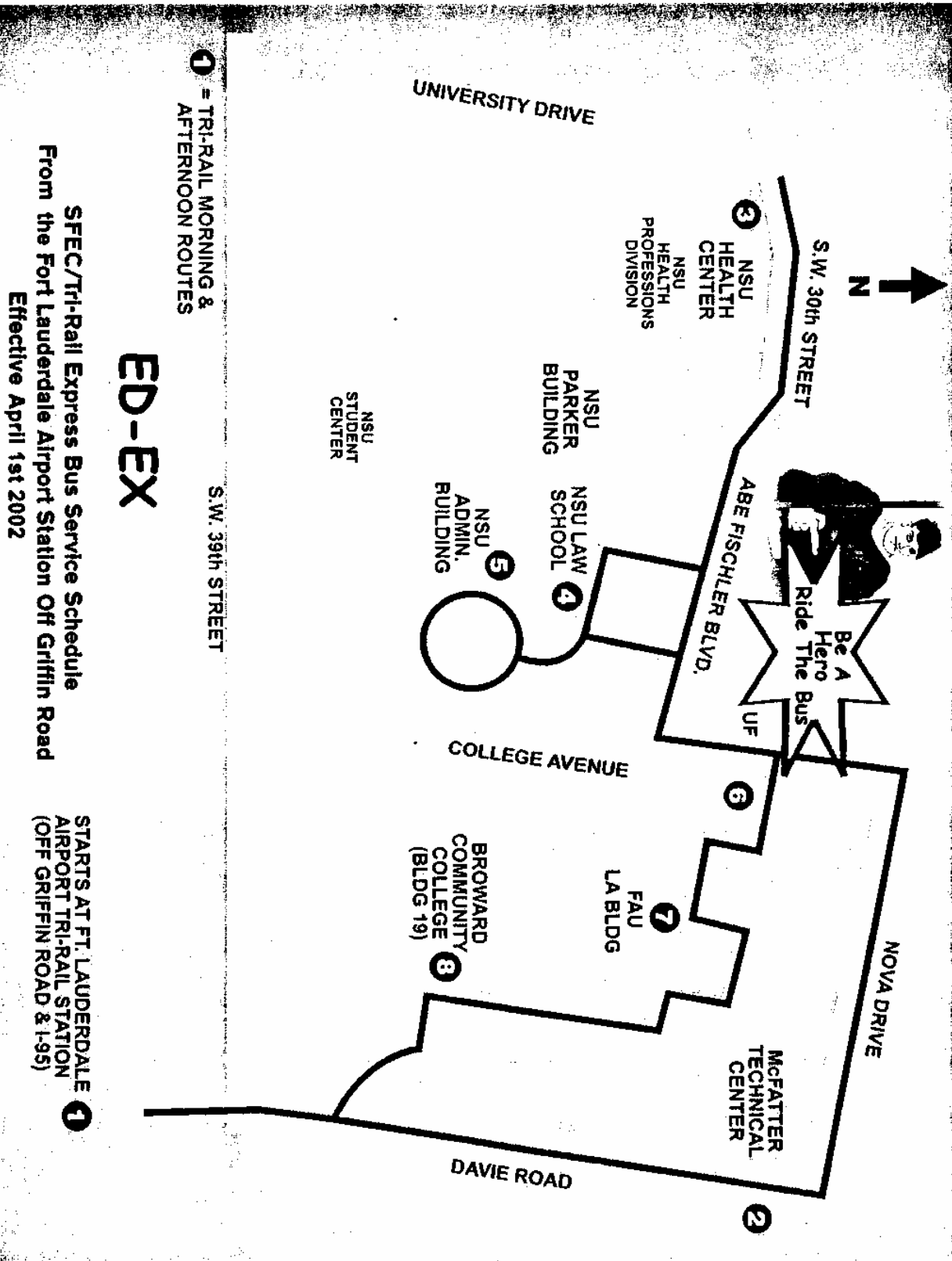


EXHIBIT "A"

Town of Davie Community Bus Service*

Weekday

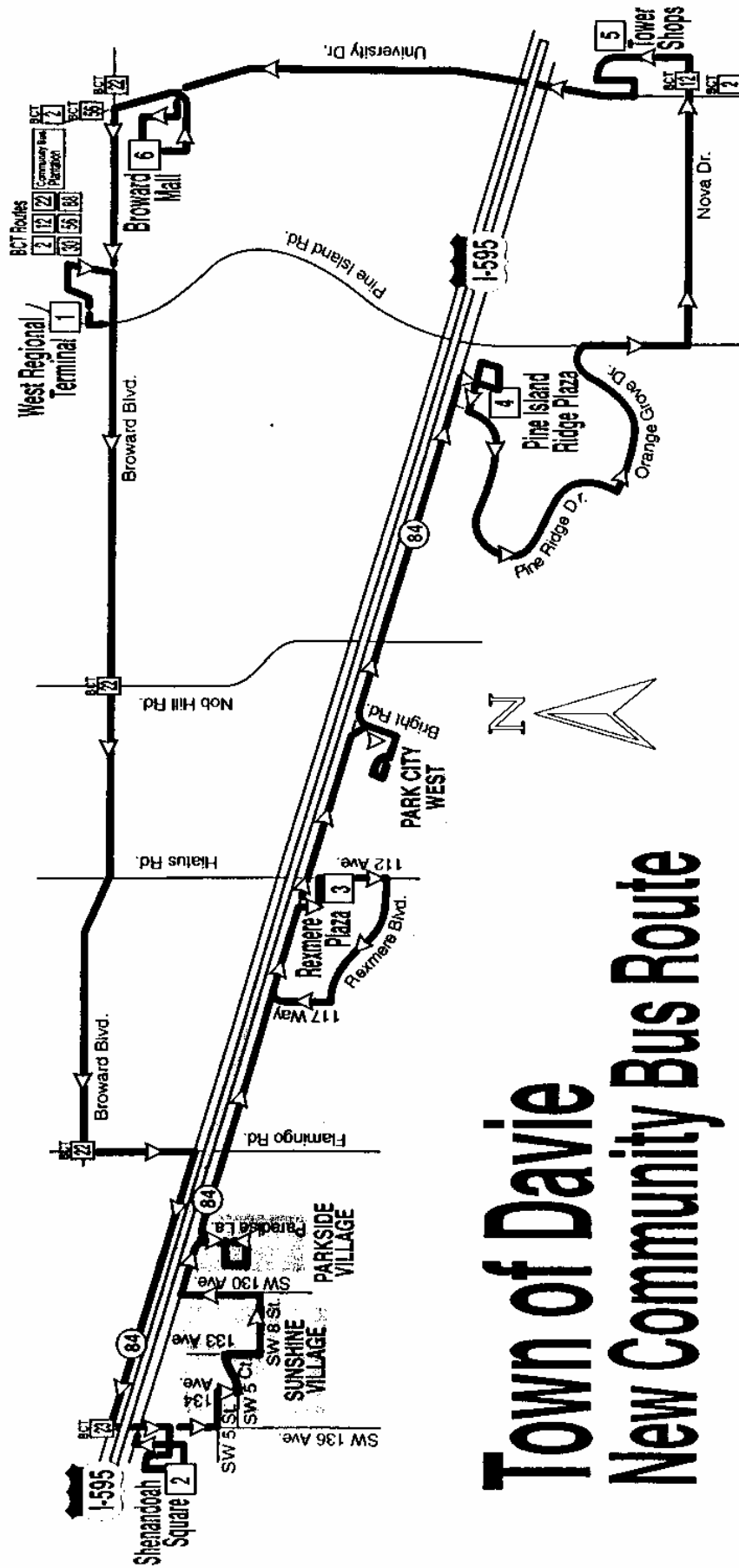
<u>Run</u>	<u>WEST TERM</u>	<u>136 Ave SR84</u>	<u>REXMERE VILLAGE</u>	<u>PINE RDG SR84</u>	<u>18 St PI Rd</u>	<u>WEST TERM</u>
1		6:00A	6:25A	6:40A	6:50A	7:05A
2	6:30A	6:45A	7:10A	7:25A	7:35A	7:50A
1	7:15A	7:30A	7:55A	8:10A	8:20A	8:35A
2	8:00A	8:15A	8:40A	8:55A	9:05A	9:20A
1	8:45A	9:00A	9:25A	9:40A	9:50A	10:05A
2	9:30A	9:45A	10:10A	10:25A	10:35A	10:50A
1	10:15A	10:30A	10:55A	11:10A	11:20A	11:35A
2	11:00A	11:15A	11:40A	11:55A	12:05P	12:20P
1	11:45A	12:00P	12:25P	12:40P	12:50P	1:05P
2	12:30P	12:45P	1:10P	1:25P	1:35P	1:50P
1	1:15P	1:30P	1:55P	2:10P	2:20P	2:35P
2	2:00P	2:15P	2:40P	2:55P	3:05P	3:20P
1	2:45P	3:00P	3:25P	3:40P	3:50P	4:05P
2	3:30P	3:45P	4:10P	4:25P	4:35P	4:50P
1	4:15P	4:30P	4:55P	5:10P	5:20P	5:35P
2	5:00P	5:15P	5:40P	5:55P	6:05P	6:20P
1	5:45P	6:00P	6:25P	6:40P	6:50P	
<u>Rev Hours</u>						
Run 1	12:50					
Run 2	11:50					
Total	24:40					

Town of Davie Community Bus Service*

Saturday

<u>Run</u>	<u>WEST TERM</u>	<u>136 Ave SR84</u>	<u>REXMERE VILLAGE</u>	<u>PINE RDG SR84</u>	<u>18 St PI Rd</u>	<u>WEST TERM</u>
1	8:00A	8:15A	8:40A	8:55A	9:05A	9:20A
1	9:30A	9:45A	10:10A	10:25A	10:35A	10:50A
2	10:15A	10:30A	10:55A	11:10A	11:20A	11:35A
1	11:00A	11:15A	11:40A	11:55A	12:05P	12:20P
2	11:45A	12:00P	12:25P	12:40P	12:50P	1:05P
1	12:30P	12:45P	1:10P	1:25P	1:35P	1:50P
2	1:15P	1:30P	1:55P	2:10P	2:20P	2:35P
1	2:00P	2:15P	2:40P	2:55P	3:05P	3:20P
2	2:45P	3:00P	3:25P	3:40P	3:50P	4:05P
1	3:30P	3:45P	4:10P	4:25P	4:35P	4:50P
1	5:00P	5:15P	5:40P	5:55P	6:05P	
<u>Rev Hours</u>						
Run 1	10:05					
Run 2	5:50					
Total	15:55					

* Replaces BCT Route 75



Town of Davie New Community Bus Route

Exhibit "B"

DRUG FREE WORKPLACE CERTIFICATION

The undersigned municipality hereby certifies that it will provide a drug-free workplace program by:

- 1) Publishing a statement notifying its employees that the unlawful manufacture, distribution, dispense, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- 2) Establishing a continuing drug-free awareness program to inform its employees about:
 - i) The dangers of drug abuse in the workplace;
 - ii) The policy of maintaining a drug-free workplace;
 - iii) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- 3) Giving all employees engaged in performance of the contract a copy of the statement required by subparagraph 1);
- 4) Notifying all employees, in writing, of the statement required by subparagraph 1), that as a condition of employment on a covered contract, the employee shall:
 - i) Abide by the terms of the statement; and
 - ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- 5) Notifying Broward County government, in writing, within 10 calendar days after receiving notice under subdivision 4) (ii) above, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- 6) Within 30 calendar days after receiving notice under subparagraph 4) of a conviction; taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace:

DRUG FREE WORKPLACE CERTIFICATION

- i) Taking appropriate personnel action against such employee, up to and including termination,; or
 - ii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug-free workplace program through implementation of subparagraphs 1) through 6).

Authorized Signature and Title

Printed Name and Title

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____,

19__, by _____ as _____
(Name of Person Whose Signature is Notarized) (Title)

of the _____ known to me to be the person described herein.
(Name of Municipality)

NOTARY PUBLIC

(Signature)

(Print Name)

My Commission Expires: _____

EXHIBIT "G"

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER
THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW

NAME AND ADDRESS OF AGENCY

COMPANIES AFFORDING COVERAGES

COMPANY
LETTER ACOMPANY
LETTER BCOMPANY
LETTER CCOMPANY
LETTER DCOMPANY
LETTER E

NAME AND ADDRESS OF INSURED

This is to certify that policies of insurance listed below have been issued to the insured named above and are in force at this time. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EXPIRATION DATE	Limits of Liability in Thousands (000)		
					EACH OCCURRENCE	AGGREGATE
AA	GENERAL LIABILITY <input checked="" type="checkbox"/> COMPREHENSIVE FORM <input checked="" type="checkbox"/> PREMISES-OPERATIONS <input type="checkbox"/> EXPLOSION & COLLAPSE HAZARD <input type="checkbox"/> UNDERGROUND HAZARD <input type="checkbox"/> PRODUCTS/ COMPLETED OPERATIONS HAZARD <input type="checkbox"/> CONTRACTUAL INSURANCE <input type="checkbox"/> BROAD FORM PROPERTY DAMAGE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS <input type="checkbox"/> PERSONAL INJURY <input type="checkbox"/> GARAGE	<i>FLA STATUTE</i>	<i>768.28</i>	BODILY INJURY	\$	\$
				PROPERTY DAMAGE	\$	\$
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 100	200
				PERSONAL INJURY	\$	
				BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT)	\$	
				PROPERTY DAMAGE	\$	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$ 200	
				BODILY INJURY AND PROPERTY DAMAGE COMBINED	\$	\$
✓	WORKERS' COMPENSATION and EMPLOYERS' LIABILITY			STATUTORY		
					\$ 100	(EACH ACCIDENT)
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES

AA - CERTIFICATE MUST SHOW (ON GENERAL LIABILITY ONLY)

ADDITIONAL INSURED: BROWARD COUNTY BOARD OF COUNTY COMMISSIONERS, BROWARD COUNTY, FLORIDA

- CERTIFICATE MUST BE SIGNED AND ALL APPLICABLE DEDUCTIBLES SHOWN

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the Issuing company will mail
Thirty (30) days written notice to the below named certificate holder.

NAME AND ADDRESS OF CERTIFICATE HOLDER

Broward County Board of County Commissioners
115 South Andrews Avenue
Ft Lauderdale, FL 33301

ATTN: Purchasing Division, Room 212

RE: BID #

PROJECT #

DATE ISSUED:

AUTHORIZED REPRESENTATIVE

BY: *Mary M. Meister*
Mary M. Meister, CPIW

DATE: 7-31-00

Inter Local

Exhibit "D"

CERTIFICATION OF COMPLIANCE

TO: Director,
Broward County Mass Transit Division
3201 West Copans Road
Pompano Beach, Florida 33069

I, _____, _____, certify that _____
(Name) (Title) (Name of Contractor)
has established and implemented an anti-drug and alcohol misuse prevention program in
accordance with the terms of Federal Transit Administration (FTA) regulation 49 CFR Part 655. I further
certify that employee training conducted under this program meets the requirements of this
regulation.

(Date)

(Signature)

EXHIBIT E

Billed To:

Contract Administrator
Broward County Transit
3201 West Copans Road
Pompano Beach, FL 33069

Billed By:

Name of City: _____

Address: _____

Name of Person Completing Invoice: _____

Telephone No: _____

Quarterly Billing Period: _____**Number of Revenue Vehicles in Service:** _____

Month: _____

Total Weekday Revenue Service Hours x	\$20	=	_____
Total Saturday Revenue Service Hours x	\$20	=	_____
Total Weekday Revenue Service Hours x	\$12	=	_____
Total Saturday Revenue Service Hours x	\$12	=	_____

Sub Total: _____

Month: _____

Total Weekday Revenue Service Hours x	\$20	=	_____
Total Saturday Revenue Service Hours x	\$20	=	_____
Total Weekday Revenue Service Hours x	\$12	=	_____
Total Saturday Revenue Service Hours x	\$12	=	_____

Sub Total: _____

Month: _____

Total Weekday Revenue Service Hours x	\$20	=	_____
Total Saturday Revenue Service Hours x	\$20	=	_____
Total Weekday Revenue Service Hours x	\$12	=	_____
Total Saturday Revenue Service Hours x	\$12	=	_____

Sub Total: _____

Total: _____

Print Name _____

Title _____

Signature _____

Date _____

EXHIBIT "E"

Town of Davie Operating Funding

Community Bus Service (\$20.00/Hour)

Buses	Service	Span of Service	Frequency	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
2	Weekday	6:00a - 6:50p	45 min	24.67	255	\$20.00	\$125,817
2	Saturday	8:00a - 6:05p	45 min	15.92	52	\$20.00	<u>\$16,557</u>
							\$142,374

Additional Premium Funding (\$12.00/hr)

Buses	Service	Segment	Trips	Daily Service Hours	Days	Funding Per Revenue Hour	Annual Funding
2	Weekday	Pine Ridge Dr.	17	2.89	255	\$12.00	\$8,843
2	Saturday	Pine Ridge Dr.	11	1.87	52	\$12.00	<u>\$1,167</u>
							\$10,010
Total Mass Transit funding							\$152,384

RESOLUTION NO. R-2000-206

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE APPROPRIATE TOWN OFFICIALS TO EXECUTE A PROPOSED AGREEMENT WITH BROWARD COUNTY FOR PUBLIC TRANSPORTATION SERVICES FOR USE OF FOUR COUNTY BUSES WITH TWO BUSES TO PROVIDE AN EXPRESS SHUTTLE BETWEEN THE FORT LAUDERDALE TRI-RAIL STATION AND THE SOUTH FLORIDA EDUCATIONAL COMPLEX CAMPUSES AND DOWNTOWN DAVIE AND TWO BUSES TO PROVIDE AN EASTERN DAVIE TRANSIT ROUTE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, it has been determined that the Town of Davie has a need for two shuttle buses for the purpose of providing an express shuttle service between the Fort Lauderdale Tri-Rail Station and the campuses of the South Florida Educational Complex and downtown Davie; and

WHEREAS, it has been determined that the Town of Davie has a need for two buses to provide transit service within eastern Davie; and

WHEREAS, Broward County has proposed an Agreement, a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the Town wishes to enter into the proposed Agreement between Broward County and Town of Davie for Public Transportation Services for use of County buses for said purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The appropriate Town officials are hereby authorized to execute the proposed Agreement between Broward County and Town of Davie for Public Transportation Services, a copy of which is attached hereto as Exhibit "A", on behalf of the Town.

SECTION 2. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF September, 2000.


MAYOR/COUNCILMEMBER

ATTEST:


ACTING TOWN CLERK

APPROVED THIS 6th DAY OF September, 2000.

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the state of Florida, by and through the TOWN OF DAVIE Council, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people in CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation to residents of CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, COUNTY and CITY are willing to share the responsibilities and expense of providing an alternative form of public transit in CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

AGREEMENT

Between

BROWARD COUNTY

and

TOWN OF DAVIE

for

PUBLIC TRANSPORTATION SERVICES

This is an Agreement, made and entered into by and between: BROWARD COUNTY, a political subdivision of the state of Florida, hereinafter referred to as "COUNTY,"

AND

The TOWN OF DAVIE, a municipal corporation of the state of Florida, by and through the TOWN OF DAVIE Council, hereinafter referred to as "CITY."

WHEREAS, public transportation services provided by COUNTY need to be supplemented to serve a greater number of people in CITY; and

WHEREAS, public transportation resources are limited and must be used in the most efficient manner to maintain citizen support; and

WHEREAS, both COUNTY and CITY agree that better public transportation to residents of CITY is needed; and

WHEREAS, it is desirable to provide an alternative form of public transit service to the residents of the CITY; and

WHEREAS, it is the intent of the parties that the alternative form of public transit shall not duplicate the existing mass transit system in COUNTY; and

WHEREAS, COUNTY and CITY are willing to share the responsibilities and expense of providing an alternative form of public transit in CITY; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, COUNTY and CITY agree as follows:

full adult BCT fare. A public hearing shall be held prior to the institution of a fare. Service shall be provided a minimum of five (5) days a week, to certain locations and at scheduled intervals as on the attached Exhibit "A." COUNTY shall be advised prior to the imposition of a fare increase.

- 2.1.2 The established service shall be on a fixed route basis with designated intermediate stops a minimum of forty (40) hours per week and a minimum of five (5) days per week, provided, however, the minimum hours of operation shall be reduced by eight (8) hours during any week in which a legal holiday is recognized on a weekday. The TOWN service shall connect with regular COUNTY bus routes, as set forth in Exhibit "A."
- 2.1.3 Beginning June 1, 2001, TOWN shall maintain a minimum average of five (5) passengers per revenue hour on each route operated by the TOWN. In the event that TOWN does not maintain such minimum average of passengers, COUNTY shall assist TOWN to increase ridership, which may include modification of the route, as set forth in Exhibit "A."
- 2.1.4 Vehicle(s) shall be operated by properly licensed operators ("vehicle chauffeurs") employed by TOWN or its contractors. These employees shall provide full utilization of vehicle(s) to disabled passengers while in service.
- 2.1.5 Vehicle chauffeurs hired by TOWN or its contractors shall issue COUNTY bus route timetables or other transit information to any passenger requesting such material.
- 2.1.6 Insofar as possible, scheduled service shall be coordinated with existing COUNTY bus service. It is the intent of the parties that TOWN's scheduled service shall not duplicate existing COUNTY bus service.
- 2.1.7 TOWN shall maintain the vehicle(s) provided to it by COUNTY in accordance with manufacturer's standards and keep vehicle(s) in reasonable condition at all times.
- 2.1.8 TOWN shall comply with all applicable requirements of the Americans with Disabilities Act (ADA) at all times while the vehicle(s) provided herein are being utilized for public transportation and while utilizing any and all routes approved herein. To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 2.1.9 In accordance with Broward County Ordinance 92-8, TOWN certifies by means of Exhibit "B," which is attached hereto and incorporated herein by reference as if set forth in full herein, that it will have a Drug-Free Workplace

by COUNTY.

2.3 TECHNICAL ASSISTANCE

2.3.1 COUNTY shall provide vehicle chauffeurs hired by TOWN or its contractors with training in passenger relations, rules of the road, and transit system information. All vehicle chauffeurs shall be required to attend and successfully complete the COUNTY's training program prior to operating the vehicle(s) addressed herein. This requirement shall extend to any and all vehicle chauffeurs employed at any time during the term of this Agreement.

2.3.2 COUNTY shall assist TOWN staff with any aspect of planning and scheduling of public transit routing that TOWN might request.

2.3.3 COUNTY shall print and provide TOWN with bus route timetables sufficient to inform TOWN residents and passengers of service made available as described in Exhibit "A" or any modification thereto.

2.3.4 COUNTY shall assist TOWN in procuring bus shelters at no cost to TOWN that generate revenue, if TOWN requests.

2.4 TOWN acknowledges and agrees that the Contract Administrator, unless specifically authorized herein, has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

ARTICLE 3 TERM AND TIME OF PERFORMANCE

The term of this Agreement shall begin on October 1, 2000, and shall remain in effect for a term of three (3) years. The term may be extended for up to two (2) additional one (1) year periods upon written approval of the Contract Administrator, 90 days prior to the expiration of the then current term, and the consent of CITY. If the term of this Agreement extends beyond a single fiscal year of COUNTY, the continuation of this Agreement beyond the end of any fiscal year shall be subject to the availability of funds from COUNTY in accordance with Chapter 129, Florida Statutes.

ARTICLE 4 FINANCIAL ASSISTANCE

4.1 COUNTY agrees to pay TOWN a flat fee of Five Thousand Dollars (\$5,000.00) per vehicle, upon execution of this Agreement for services rendered under this

maintain a fiscally sound and prudent risk management program with regard to its obligations under this Agreement in accordance with the provisions of Section 768.28, Florida Statutes. If TOWN contracts with a third party to provide the transportation service addressed herein, any contract with such third party shall include the following provisions:

Indemnification: TOWN's contractor agrees to indemnify, reimburse, defend, and hold harmless COUNTY and COUNTY's officers, agents, and employees for, from, and against all claims, actions, or causes of actions, losses, damages, liabilities, costs, and expenses, including, reasonable costs, attorney's and paralegal's fees, imposed on or incurred by COUNTY in connection with all loss of life, bodily injury, personal injury, damage to property occurring upon, or about or arising out of or relating to, the contractor's occupancy or use of the vehicle(s) to perform the services set forth herein.

Insurance: TOWN's contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, insurance of the types and amounts as set forth on Exhibit "C," a copy of which is attached hereto and incorporated herein by reference as if set forth in full, and shall name COUNTY as an additional insured.

Provisions Applicable to Insurance: At or prior to the commencement of contractor's performance pursuant to the provisions of any agreement with TOWN involving the vehicle(s) provided hereunder, contractor shall deliver the original certificate of insurance required herein to COUNTY. Contractor shall pay the premiums for all insurance required by this Agreement. Contractor shall cause all policies of insurance required by this Agreement to be renewed from time to time so that at all times the insurance protection required by this Agreement shall continuously exist. The policy shall not be canceled or materially changed without the giving of at least thirty (30) days' prior written notice thereof to COUNTY, and in such event, a policy pursuant to the above terms must be substituted.

ARTICLE 8 TERMINATION

- 8.1 This Agreement may be terminated for cause by action of Board or by TOWN upon thirty (30) days' written notice by the party that elected to terminate, or for convenience by action of Board upon not less than sixty (60) days' written notice by Contract Administrator. This Agreement may also be terminated by Contract Administrator upon such notice as Contract Administrator deems appropriate under the circumstances in the event Contract Administrator determines that termination

surveys, and other data and documents prepared by TOWN, whether finished or unfinished, shall become the property of COUNTY and shall be delivered by TOWN to the Contract Administrator.

9.2 AUDIT RIGHT AND RETENTION OF RECORDS

COUNTY shall have the right to audit the books, records, and accounts of TOWN. TOWN shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project.

TOWN shall preserve and make available, at reasonable times for examination and audit by COUNTY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act (Chapter 119, Fla. Stat.), if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by COUNTY to be applicable to TOWN's records, TOWN shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by TOWN. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for COUNTY's disallowance and recovery of any payment upon such entry.

9.3 NONDISCRIMINATION

TOWN agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, gender, sexual orientation, age, national origin, political affiliation, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships. TOWN agrees to furnish COUNTY with a copy of its Affirmative Action Policy or in the event that TOWN contracts with a third party for this service, such third party's Affirmative Action Policy shall be furnished to COUNTY.

9.4 INDEPENDENT CONTRACTOR

TOWN is an independent contractor under this Agreement. Services provided by

comparable to the best local and national standards.

9.7 WAIVER OF BREACH AND MATERIALITY

Failure by COUNTY to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

COUNTY and TOWN agree that each requirement, duty, and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof.

9.8 COMPLIANCE WITH LAWS

TOWN shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations related to this Agreement.

9.9 SEVERANCE

In the event this Agreement or a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless COUNTY or TOWN elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

9.10 JOINT PREPARATION

Preparation of this Agreement has been a joint effort of COUNTY and TOWN and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than any other.


9.11 PRIORITY OF PROVISIONS

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 9 of this Agreement shall prevail and be given effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Interlocal Agreement: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Chair or Vice Chair, authorized to execute same by Board action on the 26th day of Sept, 20 06, and TOWN of DAVIE, signing by and through its Interim TOWN Manager, duly authorized to execute same.

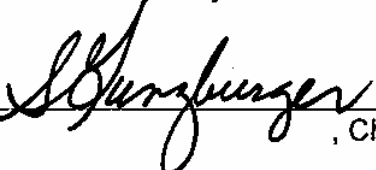
COUNTY

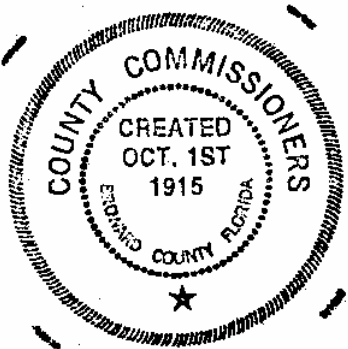
ATTEST:



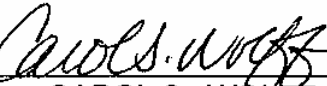
Broward County Administrator, as
Ex-officio Clerk of the Broward County
Board of County Commissioners

BROWARD COUNTY, by and through
its Board of County Commissioners

By  9/26/06
_____, Chair



Approved as to form by
EDWARD A. DION, County Attorney
for Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

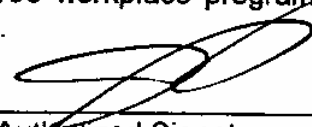
By 

CAROL S. WOLFF
Assistant County Attorney

DRUG FREE WORKPLACE CERTIFICATION

a conviction, taking one of the following actions with respect to an employee who is convicted of a drug abuse violation occurring in the workplace.

- vii) Taking appropriate personnel action against such employee, up to and including termination; or
 - viii) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- 7) Making a good faith effort to maintain a drug free workplace program through implementation of subparagraphs (1) through (6).


Authorized Signature and Title

Harry Venis, Mayor
Printed Name and Title

STATE OF Florida

COUNTY OF Broward

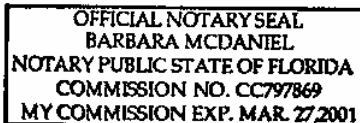
The foregoing instrument was acknowledged before me this 6th day of September, 2000, by Harry Venis as Mayor
(Name of Person Whose Signature is Notarized) (Title)

of the Town of Davie known to me to be the person described herein.
(Name of Municipality)

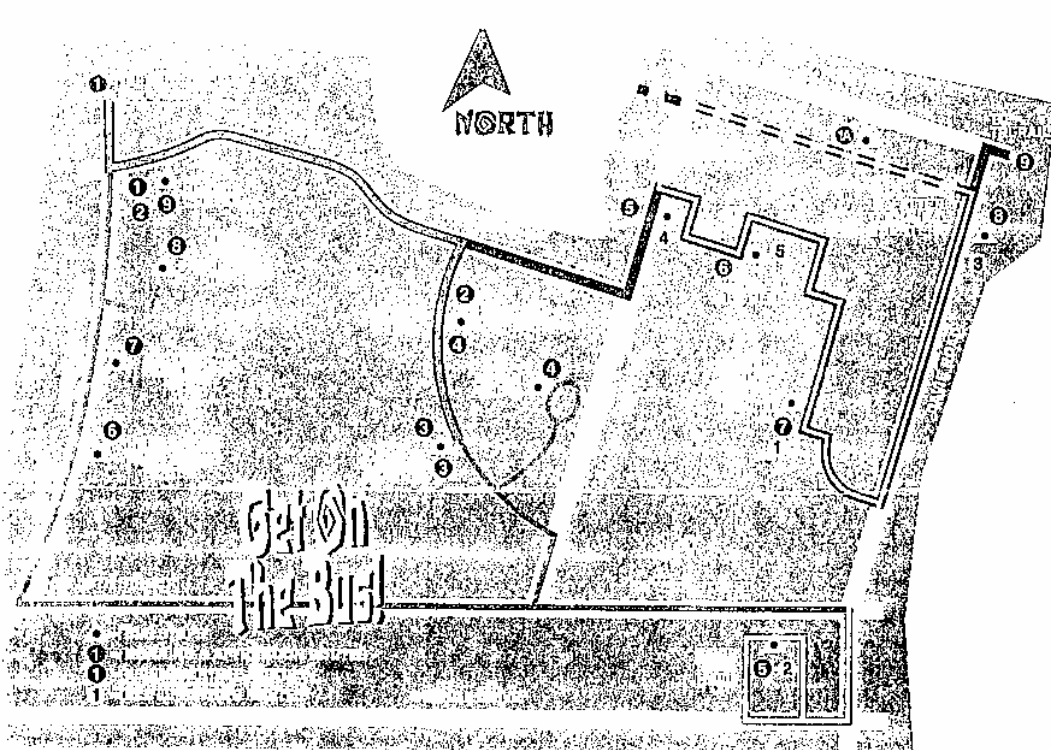
NOTARY PUBLIC

Barbara McDaniel
(Signature)

(Print Name)



My Commission Expires: _____



		1	1A	2	3	4	5	6	7	8	9	1
Shuttle Bus Numbers	1	6:35	6:50	6:55	6:58	7:00	7:01	7:05	7:06	7:09	7:12	7:26
	2	7:15	7:30	7:35	7:38	7:40	7:41	7:45	7:46	7:49	7:52	8:18
	1	7:55	8:10	8:15	8:18	8:20	8:21	8:25	8:26	8:29	8:32	8:48
MORNING ROUTE	2	8:25	8:45	8:48	8:50	8:51	8:55	8:58	8:59	9:02	9:19	
	1	8:55	9:15	9:18	9:20	9:21	9:25	9:26	9:29	9:32	9:48	
	2	9:25	9:45	9:48	9:50	9:51	9:55	9:58	9:59	10:02	10:18	
	1	9:55	10:15	10:18	10:20	10:21	10:25	10:26	10:29	10:32	10:48	
	2	10:25	10:45	10:48	10:50	10:51	10:55	10:56	10:59			
	1	11:05		11:25								
Shuttle Bus Numbers	2									2:23	2:26	2:42
	1			2:39	2:42	2:44	2:45	2:49	2:50	2:53	2:56	3:12
	2	3:49	3:09	3:12	3:14	3:15	3:19	3:20	3:23	3:26	3:42	
AFTERNOON ROUTE	1	3:19	3:39	3:42	3:44	3:45	3:49	3:50	3:53	3:56	4:12	
	2	3:49	4:09	4:12	4:14	4:15	4:19	4:20	4:23	4:26	4:42	
	1	4:19	4:39	4:42	4:44	4:45	4:49	4:50	4:53	4:56	5:12	
	2	4:49	5:09	5:12	5:14	5:15	5:19	5:20	5:23	5:26	5:42	
	1	5:19	5:39	5:42	5:44	5:45	5:49	5:50	5:53	5:56	6:12	
	2	5:49	6:09	6:12	6:14	6:15	6:19	6:20	6:23	6:26	6:42	
	1	6:19	6:39	6:42	6:44	6:45	6:49	6:50	6:53	6:56	7:12	
		Leaves								Arrives		
		NSU Health Center	NSU Parker Bldg.	NSU Law School	NSU Admin. Bldg.	NSU Student Center	Davie Town Hall	Univ. Plaza South	Univ. Plaza North	NSU Health Division	NSU Health Center	NSU Labradors Medical Lab
NSU LUNCH ROUTE BUS 1		11:25	11:27	11:28	11:30	11:31	11:36	11:42	11:43	11:44	11:45	
		11:45	11:47	11:48	11:50	11:51	11:58	12:02	12:03	12:04	12:05	
		12:05	12:07	12:08	12:10	12:11	12:16	12:22	12:23	12:24	12:25	
		12:25	12:27	12:28	12:30	12:31	12:36	12:42	12:43	12:44	12:45	
		12:45	12:47	12:48	12:50	12:51	12:56	1:02	1:03	1:04	1:05	
		1:05	1:07	1:08	1:10	1:11	1:16	1:22	1:23	1:24	1:25	
		1:25	1:27	1:28	1:30	1:31	1:36	1:42	1:43	1:44	1:45	
		1:45	1:47	1:48	1:50	1:51	1:56	2:02	2:03	2:04	2:05	
		2:05	2:07	2:08	2:10	2:11	2:16	2:22	2:23	2:24	2:25	
		Leaves								Arrives		
		BCC Student Center	Davie Town Hall	McFalter Tech Ctr	FAU FIU	BCC Student Center						
BCC LUNCH ROUTE BUS 2		11:10	11:15	11:20	11:26	11:28						
		11:30	11:35	11:40	11:46							
		11:50	11:55	12:00	12:06	12:08						
		12:10	12:15	12:20	12:26	12:28						
		12:30	12:35	12:40	12:46	12:48						
		12:50	12:55	1:00	1:06	1:08						
		1:10	1:15	1:20	1:26	1:28						
		1:30	1:35	1:40	1:46	1:48						
		1:50	1:55	2:00	2:06	2:08						

City of Davie
(Weekday)

[illegible][illegible]

City of Davie
(Saturday)

[illegible][illegible]